



State of New Hampshire Department of Health and Human Services

REQUEST FOR BID RFB-2018-DCYF-01-REFRI

Refrigeration Equipment Maintenance and Repair Services for New Hampshire Hospital

May 1, 2017



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REQUEST FOR BID

1. INTRODUCTION

1.1. Purpose

The purpose of this RFB (Request for Bid) is to solicit bids from vendors to provide routine maintenance and emergency repair service to the refrigeration equipment located at the New Hampshire Hospital (NHH) facility to include the Brown Building located within the Hugh J. Gallen State Office Complex.

1.2. Overview

- 1.2.1. The New Hampshire Hospital food service refrigeration equipment is vital for meeting the dietary needs of the patient population at the Acute Psychiatric Services (APS) facility. New Hampshire Hospital food service operation also offer full cafeteria services to visitors and staff at the APS building and Brown Building. This food service refrigeration equipment is critical in maintaining nutrition needs of the resident psychiatric patient population as well as visitors and staff. The equipment, equipment locations and equipment manufacturers are listed in Appendix C, Equipment List.

2. Contract Period

- 2.1. The Contract will be effective July 1, 2017 or date of Governor and Executive Council approval, whichever is later through June 30, 2019.
- 2.2. The Department may offer contract extensions for up to four (4) additional years, subject to continued availability of funds, satisfactory performance of services, and approval by the Governor and Executive Council.

3. Scope of Services

- 3.1. The Vendor shall provide maintenance and repair services to all equipment listed in Appendix C, Equipment List which shall include future acquisitions.
- 3.2. The Vendor shall provide preventative maintenance and repairs, as well as emergency repair services according to manufacturer recommendations. Preventative maintenance shall include:
 - 3.2.1. Provide on-site preventative maintenance approximately every four (4) months or as per manufacturer recommendations.
 - 3.2.2. Provide all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work.
 - 3.2.3. Ensure services are available on a 24 hour, 7 day a week basis.
 - 3.2.4. Provide a written summary of the work performed after each scheduled or emergency call and obtain a signature of a NH Hospital Facilities Department NH Hospital Facilities Department HVAC Technician or designee before leaving the job site.



- 3.3. The Vendor shall provide the Department with service and repair recommendations that may be outside the Manufacturer's recommendations which may lengthen the life of the product. The Vendor shall obtain authorization from the Department prior to commencing additional services.
- 3.4. The Vendor shall obtain approval from the NH Hospital Facilities Department NH Hospital Facilities Department HVAC Technician or designee or designee prior to repairing or replacing parts and shall:
 - 3.4.1. Provide a written estimate for any repairs exceeding \$1,000 prior to repairing or replacing parts.
 - 3.4.2. Allow the Department to purchase parts directly from suppliers when possible.
 - 3.4.3. Ensure that materials used are at vendor cost by invoice.
 - 3.4.4. Ensure that replacement parts are Original Equipment Manufacturer (OEM) parts, unless prior written authorization is obtained from the Department.
 - 3.4.5. Schedule routine maintenance with the NH Hospital NH Hospital Facilities Department HVAC Technician or designee a minimum of one week in advance of the services.
 - 3.4.6. Provide a one year warranty on all OEM parts.
- 3.5. The Vendor shall ensure that equipment requiring preventative maintenance is out of service for no more than four (4) hours.
- 3.6. The Vendor shall provide Emergency Repairs occurring outside normal business hours of 7:30 a.m. to 3:30 p.m., Monday through Friday, excluding State employee holidays. Emergency repairs must be completed within 24 hours of receiving the request.
- 3.7. The Vendor shall provide adequately trained and certified staff to complete the required maintenance and repair services. The Vendor shall:
 - 3.7.1. Ensure, at the request of NHH, that each employee performing work in patient care areas have documentation of a criminal background check.
 - 3.7.2. Ensure each employee is available to complete a 30-minute NHH orientation regarding safety, patient confidentiality, boundaries and infection prevention.
 - 3.7.3. Employ a sufficient number of trained technicians such that emergency calls can be responded to within three (3) hours after the request is made.

4. Vendor Certification & Documentation

- 4.1. **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a purchase order or contract, will ONLY be awarded to a vendor who is CURRENTLY registered to do business AND in good standing with the State of New Hampshire. Vendor must provide the Department with a recently (within past 30 days) issued "Certificate of Good Standing" as issued by the Secretary of State prior to final authorization and acceptance of bid. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.



- 4.2. **CONFIDENTIALITY AND CRIMINAL RECORD:** If applicable, by the using agency, the vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.
- 4.3. **COST BID SHEET:** Vendors must complete and submit a Cost Bid Sheet (Appendix E).
- 4.4. **AFFIDAVIT:** Vendors must complete and submit a "Bid Affidavit" (Appendix D) regarding debarment
- 4.5. **CERTIFICATE OF INSURANCE:** must be received prior to contract award, the vendor shall be required to:
 - 4.5.1. Submit proof of comprehensive general liability insurance in accordance with Section 14 of the P-37 contract.
 - 4.5.2. Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract.
- 4.6. **BID INQUIRIES/CLARIFICATIONS:** All questions or request for changes to the RFB must be submitted by the end of business on Thursday May 18, 2017, 2:00 p.m. to the Bid Officer Contact in Section 4.8. All such submittals must include Vendor's complete contact information including the Vendor's name, telephone number and fax number and e-mail address.
- 4.7. **ADDENDUM:** In the event it becomes necessary to add or revise any part of this bid prior to the scheduled Bid Opening/Due Date, the Department of Health and Human Services shall post any Addenda on the website. It is a Vendor's responsibility to access the website to ensure no bidding opportunity or addenda are overlooked which may impact this bid. The DHHS Public website is <http://www.dhhs.nh.gov/business/rfp/index.htm>.
- 4.8. **BID OPENING/DUE DATE:** All bid submissions must be received at the Department of Health and Human Services no later than Thursday May 18, 2017, 2:00 p.m. Submissions received after the date and time specified will be marked as late and will not be eligible for consideration in the evaluation process. There will be no exceptions to this requirement.
 - 4.8.1. All offers shall remain valid for a period of two-hundred and forty (240) days from the Bid Due Date. A vendor's disclosure or distribution of proposals other than to the Department of Health and Human Services will be grounds for disqualification. No more than one (1) bid per response should be submitted.
- 4.9. **BID SUBMISSION:** Vendors shall submit their bid in its entirety via hand-delivery, mail, or email to the Bid Officer

Bid Officer Contact information:

Marsha Lamarre, Program Specialist IV
Contracts and Procurement Unit
Department of Health and Human Services
129 Pleasant Street, Concord, NH, 03301.
Phone: (603) 271-9780
Email: Marsha.Lamarre@dhhs.nh.gov



- 4.9.1. The State accepts no responsibility for mislabeled mail.
- 4.9.2. DHHS assumes no liability for assuring accurate and complete e-mail transmissions.
- 4.9.3. Bid Submittals shall be marked as:
 - 4.9.3.1. RFB-2018-NHH-01-REFRI
 - 4.9.3.2. Refrigeration Equipment Maintenance and Repair Services for NH Hospital
 - 4.9.3.3. Due Date: **Thursday May 18, 2017, 2:00 p.m**

4.10. AWARD CONSIDERATION:

- 4.10.1. The contract award shall be based upon a Vendor meeting all terms and conditions of this Request for Proposal (RFB) at the lowest cost (total cost); no partial bids will be considered.
- 4.10.2. The State reserves the right to cancel all or any part of this RFB at any time. Cancellation of this RFB, in whole or in part, shall not bar the State from issuing an RFB for the same services or from purchasing the same services through other means.
- 4.10.3. Any agreement(s) that may result from this RFB shall not be binding on either party until the contract is approved by the NH Governor and Executive Council.

4.11. NOTIFICATION AND AWARD OF CONTRACTS:

- 4.11.1. Department of Health and Human Services, shall provide written notification to a Vendor who is awarded a contract relative to this RFB. Public announcements or news releases pertaining to any contract awarded shall not be made without the written permission of DHHS.
- 4.11.2. Bid results will not be given by telephone. Bid results will be made public at the time of bid award which occurs upon the approval of NH Governor and Executive Council. Bid results may be viewed on our website at <http://www.dhhs.nh.gov/business/rfp/index.htm>.

5. PROPOSAL PROCESS

5.1. RFB Amendment

DHHS reserves the right to amend this RFB, as it deems appropriate prior to the **proposal** submission deadline on its own initiative or in response to issues raised through Vendor questions. In the event of an amendment to the RFB, DHHS, at its sole discretion, may extend the proposal submission deadline. Vendors who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

5.2. Compliance

Bidder must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.



5.3. **Non-Collusion**

The Bidder's required signature on the Transmittal Cover Letter for a proposal submitted in response to this RFB guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

5.4. **Property of Department**

All material property submitted and received in response to this RFB will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any bid proposal provided that its' use does not violate any copyrights or other provisions of law.

5.5. **Proposal Withdrawal**

Prior to the Closing Date for receipt of proposals, a submitted Letter of Intent or proposal may be withdrawn by submitting a written request for its withdrawal to Bid Officer identified in Section 4.8.

5.6. **Public Disclosure**

A Bid Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFB. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a



court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

5.7. Non-Commitment

Notwithstanding any other provision of this RFB, this RFB does not commit DHHS to award a Contract. DHHS reserves the right to reject any and all proposals or any portions thereof, at any time and to cancel this RFB and to solicit new proposals under a new bid process.

5.8. Liability

By submitting a Letter of Intent to submit a bid proposal in response to this RFB, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a proposal, or for work performed prior to the Effective Date of a resulting contract.

5.9. Request for Additional Information or Materials

During the period from date of proposal submission to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance. Key personnel shall be available for interviews.

5.10. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

5.11. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.



5.12. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total proposal and to reject any and all proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a Contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award.

5.13. Protest of Intended Award

Any protests of intended award or otherwise related to the RFP, shall be governed by the appropriate State requirements and procedures and the terms of this RFP. In the event that a legal action is brought challenging the RFP and selection process, and in the event that the State of New Hampshire prevails, the Bidder agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigations. Legal action shall include administrative proceedings.

5.14. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

5.15. Subcontractor Letters of Commitment (If Applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFB. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFB, its Proposal, and any resulting contract, regardless of whether or not it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFB, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

5.16. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFB.

5.17. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

5.18. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFB Appendices/Exhibits and submit them as the "Required Attachments" section of the Proposal.



- Bidder Information and Declarations will include:
 - Appendix A – Exceptions to Terms and Conditions**
 - Appendix B – sample contract**
 - Appendix C – Equipment List**
 - Appendix D – Bid Affidavit**
 - Appendix E – Cost Bid Sheet**



6. MANDATORY BUSINESS SPECIFICATIONS

6.1. Contract Terms, Conditions and Penalties, Forms

The State of New Hampshire sample contract is attached; bidder to agree to minimum requirement as set forth in the Appendix B.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.



7. ADDITIONAL INFORMATION

Appendix A – Exceptions to Terms and Conditions

Appendix B – sample contract

Appendix C – Equipment List

Appendix D – Bid Affidavit

Appendix E – Cost Bid Sheet

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____

APPENDIX B

FORM NUMBER P-37 (version 5/8/15)

Subject: _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 1.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 1.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 1.3. Monitor the subcontractor's performance on an ongoing basis
- 1.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 1.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

APPENDIX B
New Hampshire Department of Health and Human Services
Exhibit C



FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

APPENDIX B
New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

Date

Name:
Title:



RESERVED

Exhibit E

Contractor Initials _____

Date _____



RESERVED

Exhibit F

Contractor Initials _____

Date _____



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

APPENDIX B
New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



RESERVED



RESERVED



RESERVED

**NEW HAMPSHIRE HOSPITAL
REFRIGERATION EQUIPMENT
APPENDIX C**

<u>Table I: NHH APS Refrigeration Equipment</u>			
<u>Qty</u>	<u>Main Kitchen</u>	<u>Model Number</u>	<u>Serial Number</u>
2	Glenco Refrigerator (Roll-in)	RSR-1-SE-RT	HH 354333-B
1	Traulsen (Roll-in)	RRI 132LRIFHS	T157810G98
1	Traulsen (Roll-in)	RRI 132LRIFHS	T157810G98
2	Geldback Refrigerators (Walk-in)	Installed 1989	
1	Geldback Refrig/Freezer (Walk-in)	Installed 1989	
1	Manitowoc Ice Maker	B570	040522806
1	Vulcan Blast Freezer	AP5BCF45-2	0609-100284
1	Therma Tray	ACRS-10-S6-STS-RH	C8917H014
<u>Qty</u>	<u>Cafeteria Tray Line</u>	<u>Model Number</u>	<u>Serial Number</u>
1	Randell Freezer (Under counter)	20048SCF	W132919-1-1
1	Delfield/Alco Salad Bar counter Refrig.	Installed 1989	
1	Glenco Roll-in Refrigerator	RSR-1-SE-RT	HH-354333-B
<u>Qty</u>	<u>Dietary Kitchen</u>	<u>Model Number</u>	<u>Serial Number</u>
1	Geldback Freezer (Walk-in)	EFD SSB	Installed 1989
1	Geldback Refrigerator (Walk-in)	Installed 1989	
1	Glenco Refrigerator (6 Door)	SHS-74-TE	HH354332-B
1	Beverage Air Refrigerator (under counter)	SUR 48/S12	N/A
1	True Refrigerator	TY-49	1-2182696
1	True Freezer	T-49F	1-4140274

1	Scottsman Ice Maker	CME506AE-1C	218686-12P
1	Traulsen Refrigerator (4 Door)	G-20001	T 095740B01
1	Continental Freezer (4 Door)	DL2F-SS-HD	15239336
1	Continental Refrigerator (4 Door)	DL2R-SS-HD	15239337
<u>Qty</u>	<u>APS Patient Care Units</u>	<u>Model Number</u>	<u>Serial Number</u>
1	Follett Ice Machine (in ISU).	LC12 12C1425A	H91641
1	Follett Ice Machine (in C Unit)	LC12 12C1425A	H98112
1	Follett Ice Machine (in D Unit)	LC12 12C1400A	D4123
1	Scottsman Ice Machine (in E Unit)	NDE0550AS-1A	05991704N
1	Follett Ice Machine (in F Unit)	LC12 12C1425A	H98111
1	Scottsman Ice Machine (in G Unit)	NDE550AS-1A	007246-10N
1	Follett Ice Machine (In H Unit)	LC12 01002419	E75892
1	Follett Ice Machine (In I&J Unit)	LC12 12C1400A	D40124

Table II: NHH Brown Building Refrigeration Equipment

<u>Qty</u>	<u>Brown Building</u>	<u>Model Number</u>	<u>Serial Number</u>
1	Silver King Refrigerator	SKFB27	SOC33186R
1	Silver King Freezer	SKFB27	SOC33239B
1	American Panel Freezer	FW3077 11TNWNL	25125 D1
1	American Panel Refrigerator	FW3077 11TNWNL	25125 D2
1	Randell Refrigerator	40048	PJ77681126
1	Randell Deli-Bar	9045KAM	T000039812
1	Hobart Reach-In Refrigerator	DA-2	321055546

1	True Freezer Single door	T-23F	1-4562293
1	Walk-In Freezer, Heat Craft	LET06587	D97K01921
1	Walk-In Cooler Heat Craft	AA28-76B	G970723-118
1	Hoshizaki Ice Maker	DCM-241U	H2

APPENDIX D

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: _____

Company Name: _____

Address: _____

In accordance with RSA 21-1:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- 1) Has within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- 2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- 3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- 4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- 5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- 6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- 7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- 8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- 9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- 10) Has been placed on the debarred parties list described in RSA 21-1:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed: _____

Authorized Signor's Signature/Title: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2015, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My Commission expires: _____

(Date)

Appendix F – Cost Bid Sheet

Date: _____

Company Name: _____

Address: _____

To: Marsha Lamarre, Contract and Procurement Specialist
(603) 271-9780, Email: Marsha.Lamarre@dhhs.nh.gov

Re: RFB Name: Refrigeration Maintenance and Repair Services for NH Hospital
RFB Number: RFB-2018-NHH-01-REFRI
RFB Opening Date and Time: April 28, 2017

I _____ [insert name of authorized person], on behalf of _____

[insert name of entity submitting Bid] (collectively referred to as "Vendor") hereby certify that I have the legal authority to submit a bid to the State of New Hampshire in response to RFB-2018-NHH-01-REFRI, for the purpose of providing refrigeration maintenance and repair services for NH Hospital.

COST BID

Normal business hours Hourly Rate: _____

Emergency Repair Services Hourly Rate: _____